

# भारत का राजपत्र

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EXTRAORDINARY

भाग II—खण्ड ३—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित

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No. 445] NEW DELHI, FRIDAY, NOVEMBER 22, 1968/AGRAHAYANA १, १८९०

इस भाग में भिन्न पृष्ठ संख्या वाली जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

NOTIFICATION

New Delhi, the 22nd November 1968

S.O. 4206.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Dhanbad, in the Industrial Dispute between the employers in relation to the management of Indian Airlines Corporation and its pilots, which was received by the Central Government on the 26th October, 1968.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL AT DHANBAD

In the matter of a reference under sub-section 1(A) and (5) of section 10 of the Industrial Disputes Act, 1947.

PARTIES:

The managements of the Indian Airlines Corporation and Air India Corporation.

Vts.  
Its Pilots.

N. T. REFERENCE NO. 6 OF 1967

PRESENT:

Shri Kamla Sahai, Presiding Officer.

**APPEARANCES:**

*For the Indian Airlines Corporation.*—Shri G. B. Pai, Advocate.

*For the Air India Corporation.*—Shri S. D. Vimadalal, Advocate and others.

*For the Indian Commercial Pilots Association.*—Shri G. M. Mehta, Advocate.

*For the Indian Pilots' Guild.*—Shri Rajni Patel, Advocate and others.

**INDUSTRY:** Airlines.

Dhanbad, dated the 10th September, 1968.

**Parties:**

I make this award on a reference made by the Central Government under sub-section 1(A) and (5) of section 10 of the Industrial Disputes Act, 1947 to the National Industrial Tribunal at Dhanbad with me as the Presiding Officer. Before, however, giving details of the reference, including its terms, I wish to mention some other matters.

**PARTIES:**

2. Four parties have been represented in this reference and they have all been heard in full. They are the two corporations created under the Air Corporations Act, 1953, namely the Indian Airlines Corporation (herein-after referred to as the I.A.C.) and the Air-India International Corporation (herein-after referred to as the Air India or A.I.). Shri G. B. Pai has argued the case of I.A.C. and Shri S. D. Vimada'l has argued on behalf of Air India. Shri Mehta has argued the case of the union of the Pilots under I.A.C. called the Indian Commercial Pilots Association (herein-after referred to as the Association). Shri Rajni Patel has argued on behalf of the union of the Pilots under Air India called the Indian Polits' Gui'd (herein-after referred to as the Guild).

**Previous Events:**

3. The employees of Air India raised a dispute in connection with 57 matters. The Central Government (Ministry of Labour and Employment), constituted a National Industrial Tribunal and appointed Shri G. D. Khos'a as its Presiding Officer by their notification No. S.O. 2560 dated the 25th July, 1964, and, on the same date, they made a reference to that Tribunal under their order No. S.O. 2561. The matters for adjudication were put in a schedule in two parts. Part I gave all the 57 matters in respect of which demands were made by the Air India employees. Part II of the schedule was as follows:—

"What relationship, if any, should the wage structure of Air India bear to the wage structure of Indian Airlines with reference to comparable categories of workmen performing similar functions?"

There were 7 parties before the Tribunal as follows:

*Party No. 1.*—Air India Corporation, Bombay, i.e., the management.

*Party No. 2.*—Air Corporation Employees Union, Bombay.

*Party No. 3.*—Air India Employees Union, Bombay.

*Party No. 4.*—Indian Pilots' Guild, Bombay.

*Party No. 5.*—All India Air Craft Engineers Association, Bombay.

*Party No. 6.*—Indian Flight Navigators' Guild, Bombay, and

*Party No. 7.*—Indian Flight Engineers Association, Bombay. Out of the unions which were parties Nos. 2 to 7 before the Tribunal presided over by Shri Khosla, the only union which is a party to the reference before me is the Guild i.e., the Indian Pilots' Guild (Party No. 4).

4. During the pendency of the reference, there were several agreements between the Air India Corporation on one side and one or the other of the unions on the other. As a result of an agreement between the Air India Corporation and the Guild (Party No. 4) on the 28th July, 1965, the dispute in respect of all the demands of the Guild contained in their charter of demands was settled with the exception of four matters namely:

*Item No. 21; Provident Fund;*

*Item No. 27; Passage Regulation;*

Item No. 31; Retirement age and

Item No. 40; Gratuity.

5. The Air India and the Guild filed a joint application on the 26th July, 1965, the date of the above agreement itself, praying to the Tribunal to make an award in terms of the settlement arrived at. The application was allowed; Shri Khosla made an award based on the settlement and directed that the agreement would form part of his award. This award was published by the Government of India on the 16th August, 1965. The four matters which remained outstanding between these two parties were decided by the Tribunal. Shri Khosla gave his final award in respect of both parts of the schedule on the 28th January, 1966. This award, incorporating the earlier award, was published in the Gazette on the 26th February, 1966.

6. The award in respect of part I of the schedule was given as between the Air India and its employees. Admittedly, that part is still binding upon both of them. I am, however, concerned here only with Shri Khosla's award in respect of part II of the schedule in the reference before him. The substance of that part of the award is that there should be parity or near-parity between the workmen of Air India and the workmen of the I.A.C. with regard to comparative categories of workmen, performing similar functions, with this exception that the Flight crew of Air India should get overseas allowance to which the pilots of I.A.C. would not be entitled.

7. Another dispute arose between the Air India and its workmen. This dispute was confined to the question of the date from which Shri Khosla's award on part II of the schedule to the reference should be implemented. By order No. 4/94/67-LR III dated the 26th June, 1967, the Central Government, in the Ministry of Labour, Employment and Rehabilitation, made a reference under section 10(1) (d) of the Industrial Disputes Act. to the Central Government Industrial Tribunal at Bombay for adjudication of the dispute as described in the schedule given below:

#### SCHEDULE

“Whether the demand of the Pilots of Air India for implementation of part II of the award of the National Industrial Tribunal, published with the notification of the Ministry of Labour and Employment S.O. No. 539 dated the 10th February, 1966, with effect from the date when the award became enforceable is justified?”

8. It appears that the Pilots of Air India went on strike from 5-31 A.M. (I.S.T.) on the 27th June, 1967 but, after discussion with Shri Salim Merchant, the Presiding Officer, the Guild agreed to withdraw the strike of pilots from 8-00 P.M. (I.S.T.) on Friday, the 30th June. The award dated 30th June, 1967, of Shri Merchant [Ext. W(a) 6] was that part II of the Khosla award should be implemented from the 1st July, 1967. So far as I understand, no one has yet tried to find out what benefits the pilots of Air India get under that award and hence nothing has yet been done to implement it.

9. An agreement (Ex. I.A.C. M2) forming Annexure A to the affidavit (Ext. IA CM 1) dated 14th June, 1968, sworn by Captain Huilgol was arrived at between I.A.C. and its pilots represented by the Association on the 27th November, 1965. Terms and conditions of service of the pilots were laid down under this agreement. It was to remain in full force until the 28th August, 1968. There was an alteration of the dearness allowance in the manner given below.

On the 16th July, 1967, the Association gave strike notice (Ext. W2) on the basis of two demands:—

“(1) that the remuneration paid to the pilots of Indian Airlines do include additional overseas operations allowance equal to the amount paid to the pilots of Air India and

(2) That the pilots of I.A.C. be paid dearness allowance as per the National Industrial Tribunal Award given by the Presiding Officer in the industrial dispute between Air India and their workmen in January, 1966 with effect from the 1st April, 1964”.

10. By an agreement (Ext. W3), question relating to the second demand were referred to arbitration and other points of disagreement were to be referred for

adjudication. The second demand went ultimately for arbitration to Shri Veereshwar Tiagi, M.L.A. He equated the dearness allowance by his award dated the 5th March, 1968 to be paid to the I.A.C. Pilots (i.e., members of the Association) to the dearness allowance paid to the Pilots of Air India under Shri Khosla's award. This meant an increase of Rs. 175.00, in their emoluments with effect from the 28th January, 1966, the date of the Khosla award.

#### *Present Reference*

11. In the meantime, the Central Government made the present reference by their order No. 4/113/67-LRIII dated the 17th August, 1967. They first made the reference to the National Industrial Tribunal at Bombay where it was numbered as reference No. 7 (N.T.) of 1967. By their order No. 17/4/67-LRIII dated the 5th December, 1967, the Central Government in the Ministry of Labour, Employment and Rehabilitation have now transferred the reference to this National Tribunal. The matters to be adjudicated upon have been put in the schedule as follows:—

#### SCHEDULE

1. Having regard to Part II of the award of the National Industrial Tribunal, published with the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 539 dated the 10th February, 1966 (hereinafter referred to as the Khosla Award), what are the rights admissible to the pilots of the Indian Airlines Corporation in respect of the structure of their emoluments *vis-a-vis* the structure of the emoluments of the pilots of the Air-India Corporation?

2. What are the rights admissible to the pilots of the Air-India Corporation in respect of the structure of their emoluments *vis-a-vis* the structure of the emoluments of the pilots of the Indian Airlines Corporation under part II of the Khosla Award and the award of the Industrial Tribunal, Bombay published with the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2342 dated the 4th July, 1967?

3. What items or components that go to make up the emoluments of the pilots of the Air-India Corporation and the pilots of the Indian Airlines Corporation respectively should be taken into account for arriving at parity or near-parity of emoluments in terms of Part II of the Khosla Award and whether such parity or near-parity should be at the level of total of all the items or at the level of specific items or groups of items?

4. On the basis of the rights referred to in paragraph 1 and 2 above and the method of judging parity or near-parity referred to in paragraph 3 above, whether the demand of the pilots of the Indian Airlines Corporation for payment of overseas operations allowance equal to the amount of such allowance paid to the pilots of the Air-India Corporation is justified?

5. On the basis of the findings in paragraph 1 to 4 above, what increase of emoluments, if any, should be made and from what date such increase should be made in the case of

- (i) the pilots of the Indian Airlines Corporation, and
- (ii) the pilots of the Air-India Corporation by the employers concerned".

12. The parties filed their written statements but, on the application of the Guild, I allowed it by my order dated the 19th April, 1968 to file a supplementary written statement, adding, however, as follows:—

"..... it should not make any statement in the written statement which will seek to reopen the question of emoluments of the co-pilots of Air India as laid down in the Khosla Award nor shou'd it raise any question of comparative study for job evaluation of the two sets of pilots—a work which is already being done by the committee appointed for job evaluation. In other-words, it should not make an attempt to get the work of job evaluation done by this Tribunal in this reference. The over-riding restriction which it should observe is that, as it says in paragraph 2 of the application, it will file its

supplementary written statement in order to place on record certain additional facts and submissions" without in any way materially affecting the preliminary written statement or the case set out therein."

13. The Guild accordingly filed a supplementary written statement and other parties also filed supplementary written statements. The result has been that each party has filed two or more written statements.

#### *Written statements*

14. I have no desire to re-capitulate all that the parties have said in their written statements but I must mention the salient points taken by them in each of their statements.

15. The first written statement filed by the Guild is dated the 9th December, 1967. Several facts have been stated in this written statement. An important point stressed in it is that, in this reference, the Tribunal has to consider the interpretation and implementation of part II of Shri Khosla's award; that that part of the award has laid down that there should be parity or near-parity between the workmen of Air India and the workmen of Indian Airlines with regard to comparable categories of workmen, performing similar functions with this exception that the flight crew of Air-India are entitled to an additional over-seas operations allowance which the pilots of Indian Airlines are not entitled to; that there was no ambiguity in that part of the award and that the only question was as to the date of its implementation when the reference was made to Shri Salim Merchant in June, 1967 and that it is for this Tribunal under the terms of reference before it to lay down in terms the salaries that would be paid to the commanders and co-pilots of Air India vis-a-vis their counter parts in Indian Airlines.

16. It has been incidentally mentioned in paragraph 5 that, at about the end of 1965, there was a differential of about Rs. 600/- per month between the wage structure of pilots flying the Boeing 707 Air-Craft as employees of Air India and that of the pilots flying all other types of Air-Craft in this country. By reason of the agreement between the Airlines Corporation and the Association in November, 1965, the wage differential was reduced to Rs. 200/-. It is claimed that the overseas operations allowance of the Air India Pilots amounting to Rs. 400/- should be paid to Boeing commanders of Air India over and above the total emoluments of commanders of the Caravelle of Airlines Corporation. So far as co-pilots are concerned, it is stated that a co-pilot of Air India is recruited after about 1500 hours of experience of flying in command of DC-3 Planes, preferably with a Turbine endorsement. This experience is achieved in about four years and, at that stage, a commander of DC-3 Plane gets a salary of Rs. 3050.00 per month. If overseas allowance of Rs. 275/- and the differential jet allowance of Rs. 250/- are added, a co-pilot should start on a salary of Rs. 3575/- per month.

17. Another important point taken in this written statement is that the parity of 'comparable categories of workmen performing similar functions' should be determined at the level of totality of all items that go to make up the emoluments and not at the level of specific item or group of items. The Guild has added in paragraph 19, that it would like to reply on the observations of Shri Khosla wherein he has maintained that he has considered the question of parity on an over-all evaluation of the functions of the pilots in A.I. and I.A.C.

18. The Guild has further asserted that Shri Salim Merchant's award is still binding and that the date of implementation of Part II of Shri Khosla's award with effect from the 1st July, 1967 should stand so far as its members are concerned.

19. Another written statement filed by the Guild is dated the 9th February, 1968. In this statement, the Guild has mostly controverted the allegations made by the Association in its written statement dated the 23rd October, 1967. In particular, it has stated with reference to the allegation of the Association that Pilots of the Indian Airlines are required to fly sub-normal craft that "all the Air-Craft flown by the two Corporations are issued with certificates of Air-worthiness by the Director General of Civil Aviation. Government of India". In paragraph 37 of its written statement, the Association has stated that pilots of Air India are selected only from the pilots of Indian Airlines. The Guild has denied this allegation in paragraph 14 of the written statement under consideration and has said that posts are advertised and recruitment of pilots is made by Air India from Indian Airlines, Indian Air-force and other private operators.

20. The Guild filed its third and last written statement on the 26th April, 1968 after I passed my order dated the 19th April, 1968, permitting it to file its supplementary written statement as prayed for by it. In this written statement, the Guild has added that this Tribunal need not function as the job evaluation committee and that, for the purposes of this reference, the commanders of Air India Boeing should be given parity with commanders of Indian Airlines Caravelle in terms of emoluments and, in addition, the Boeing commanders would be entitled to overseas allowance which has been conceded to the Air India Pilots by Shri Khosla's award. The Guild has clarified the position taken by it in its original written statement by saying with reference to Boeing Commanders that they should be paid Rs. 400/- as overseas allowance over and above the total amount paid to Caravelle commanders. It has mentioned some other facts in so far as co-pilots are concerned. It says that a Caravelle co-pilot receives a total emolument of Rs. 3750.00 whereas a Boeing Co-pilot employed by Air India receives a total emolument of Rs. 2,667.00. After saying that the Guild concedes that detailed evaluation of the respective jobs would be made by the job evaluation committee the Guild has said in paragraph 5 that, for the purpose of this reference, "the Guild will claim what emoluments according to it would be the minimum admissible to Boeing Co-pilots of Air-India to terms of part II of the Khosla Award. It has further reiterated that the emoluments of the co-pilots may be fixed on the basis of the emoluments of a commander of DC-3 after four years experience as such plus the over-seas allowance and differential jet allowance.

21. The first written statement filed by the Association (i.e. pilots of the Indian Airlines) is dated the 23rd October, 1967. Paragraphs 11, 370 and 371 of Shri Khosla's award have been extensively quoted in it. The Association has then said that it fully endorses the observations made in paragraphs 370 and 371 "save and except the reference to the payment of additional overseas allowance to Air India International pilots only". It has claimed additional over-seas operation allowance for its own members, equivalent to the over-seas allowance paid to the Flight Crew of Air India. It has given the history of the disputes of Air India and its pilots as well as Air India Corporation and its Pilots. An important point which it has mentioned in paragraph 38 is that "parity must be absolute at the level of total of all the items which go to comprise the pay packet or remuneration of the Pilots of the two Corporations".

22. The next written statement filed by the Association is dated the 18th April, 1968 which purports to be the rejoinder to the written statements of the management of the two Corporations and the Guild. It has said in paragraph 3 of the written statement that, apart from allowance in Indian currency, Pilots of Air India are paid fabulous allowances in foreign currency. There is some evidence of lay over allowances paid to Air India pilots in foreign countries but, if they have to stay in other countries while performing their duties, they must be paid their halts or subsistence allowance in the currency of that country. I do not think, however, that I need discuss this matter any further because Shri Mehta did not advance any argument relating to allowances in foreign currency.

23. An important point which has been made in the latter part of the same paragraph is that Shri Khosla was concerned in the reference before him with the wage structure of the employees of Air India and not with the wage structure of the employees of Indian Airlines Corporation, that he was 'obliquely' authorised to decide the relationship of the wage structure of Air India vis-a-vis the wage structure of Indian Airlines, that the Association submits that Shri Khosla's award is not binding on the Association and its members in as much as members of the Association are 'adversely affected' by denial of the management of Indian Airlines to pay their members overseas allowance. The Association has denied that the reference is only to interpret Shri Khosla's award "so far as the Association is concerned" and has said that the Association is the only party which can ask for modification or variation of Shri Khosla's award but no other party can do so. This has been reiterated in paragraph 7. It has added that the recitals in the notification also make the scope and the basis of the reference perfectly clear.

24. It has stated that its members operate flights between India and Burma, India and Ceylon, India and Afghanistan, India and Pakistan, India and Nepal, India and Nicobar Islands and charter flights all over India.

25. Another point which has been stated in the written statement is that a Boeing commander has been given Rs. 400/- as over-seas allowance but, with a view to maintain parity and keeping in view the greater hazards of internal flights, the Pilots are paid Rs. 375/- as efficiency bonus as against Rs. 200/- paid to

the Air India and Rs. 400/- as Radio telephone allowance as against Rs. 200/- paid to the Air India pilots. This shows that, as the Airlines pilots are paid Rs. 175/- extra on account of efficiency bonus and 200/- extra on account of Radio Telephone Allowance, they get a total amount of Rs. 375/- more than the Air India Pilots on these two accounts.

26. It has been stated that there was parity in the remuneration paid to the pilots of the two Air Corporations upto 1960-61 but it has not been denied that there was a differential of some amount before 1965 between the wage structure of Air India pilots and that of the Airlines Pilots. It is said that the Airlines pilots voluntarily allowed that gap to stand for the benefit of others.

27. In paragraph 15 the Association has given a Table showing the emoluments drawn by DC-3 commanders in Airlines Corporation in the 1st, 2nd, 3rd and 4th years but they have not given a chart showing the emoluments drawn by them in the 5th year i.e. after 4 years experience.

28. The Association filed its third and last written statement on the 17th May, 1968 as a rejoinder to the Guild's supplementary written statement dated the 26th April, 1968. It has been reiterated in this statement that Shri Khosla was wrong in assuming that the workmen (i.e. pilots of Indian Airlines) could not refuse to be bound by his award as they were not being adversely affected by it because the denial of payment of over-seas allowance has undoubtedly affected them adversely. It has been asserted that Shri Khosla's award is binding upon members of the Guild and that they are not competent to agitate for any increment in this reference. It has also been asserted that parity is to be maintained at the level of total emoluments paid to the pilots of the two Corporation, inclusive of the overseas operation allowance and not exclusive of that allowance.

29. It has further been stated that with the exception of two co-pilots who are being treated on special footing, the co-pilots of Caravelle jets are all commanders so that, out of the two pilots, one acts as commander on the outward journey and the other acts as commander on the return journey. There being no co-pilots on Caravelle, it is said that a Boeing co-pilot cannot be compared with a co-pilot of the Carevelle.

30. The Indian Airlines Corporation filed its first written statement on the 7th November, 1967. In that statement, it has said that it employed 406 Commercial Pilots whereas Air India employed 120. It has also said that there were various settlements and agreements between the Corporation and its employees in different years. In paragraph 8, it has stated that the Corporation contemplated withdrawal of Radio Officers from its aircraft other than DC-3 and DC-4, that the pilots had, therefore, to take over extra responsibilities to ensure normal operation and that their Radio Telephone Allowance (R.T.) was, therefore, fixed at Rs. 400/- in November, 1965.

31. In paragraph 10, the management has expressed its desire that this Tribunal would "view the terms of reference in the light of part II of the National Tribunal Award and interpretation thereof and in the light of settlement already entered into". The award referred to here is Shri Khosla's award.

32. The Airlines Corporation's written statement dated the 2nd February, 1968 is a rejoinder to the Association written statement dated the 23rd October, 1967. It has been stated in paragraph 9 of this statement that it is not admitted that most of the aircraft of this corporation have run their normal life. In fact, it says that it is not understood what is meant by normal life. It has further stated that all the aircraft are maintained at airworthiness standard and, wherever necessary, they are replaced.

33. The main point taken in this statement is that this Tribunal has no jurisdiction to modify Shri Khosla's award and that the question of entitlement of Indian Airlines pilots to overseas operation allowance can only be considered after the question regarding jurisdiction is determined. It has further said that, if this Tribunal is of the opinion that it can go into the question of overseas allowance, the management should be allowed to file a further statement on the subject.

34. In paragraph 24, the Airlines Corporation has stated that the entire matter of parity of remuneration has been gone into by Shri Khosla in his award and the only matter of reference to this Tribunal is an interpretation of part II of the award. Hence, this Tribunal ought to confine itself to an interpretation of that part of the award.

35. The Air India filed its first written statement on the 17th November, 1967. It has first stated that a binding agreement was effected between the Air India and its pilots with regard to emoluments and allowances etc., on the 14th July, 1965. It was first incorporated in a preliminary award given by Shri Khosla which was published in the Gazette of India under notification No. S.O. 2634 dated 18th August, 1965 on the 28th August, 1965. It has also referred to the fact that there was a binding contract between the Airlines Corporation and the members of the Indian Commercial Pilots Association in November, 1965. According to the Air India Corporation, this agreement was valid until the 28th August, 1968 and it has not yet been repudiated. It has further been said that Shri Khosla's award dated the 28th January, 1965 finally incorporated the agreement dated the 14th July, 1965. It has stated that the maximum total emoluments of a Boeing Commandant under the July, 1965 agreement came to Rs. 4,500/- whereas the maximum total emoluments of a Caravelle commander under the November, 1965 agreement came to Rs. 4,300/-. (I may add here that this amount was increased to Rs. 4,475/- by reason of increase in the dearness allowance under the Tiagi award).

36. Another point mentioned in this statement is that Shri Merchant's award dated the 30th June did not give any interpretation of Shri Khosla's award but it only determined that the 1st July, 1967 would be the date from which part II of the Khosla award would be implemented. The written statement has ended with the remark that the "peculiarity and specific phrasing of the present reference" mean that all that has to be done in this reference is to interpret part II of Shri Khosla's award.

37. Air India filed its second written statement on the 4th April, 1968 as a rejoinder to the Guild's written statement dated the 9th December, 1967. It has stated that the Government have referred certain questions relating to interpretation of part II of Shri Khosla's award to this Tribunal in this reference. The corporation has further said that there is no straight comparison between the co-pilots of the Corporation vis-a-vis co-pilots of the Caravelle of the I.A.C. and a proper basis of comparison can only be arrived at after job evaluation. It has added that "the question of another increase in the emoluments of pilots cannot arise in this reference which is limited to questions concerning the interpretation of Khosla award, part II", and this Tribunal's jurisdiction would be limited to the same.

38. The last written statement filed by the Air-India is dated the 26th April, 1968. The important statements made therein are that it has been reiterated that, with regard to the salaries of the co-pilots of the corporation vis-a-vis the co-pilots of the Caravelle, there is no straight comparison. It has further been said that the issue referred before this Tribunal relates only to the implementation of part II of Shri Khosla's award in terms of the order of reference.

#### ARGUMENTS

39. I wish at this stage shortly to re-capitulate the main arguments which have been advanced before me on behalf of the parties. Shri Mehta has argued that the members of the Indian Commercial Pilots Association are not bound by part II of Shri Khosla's award and hence, just keeping in mind the opinions expressed by him, in that part, I am free to modify that part of the award and to pass such order or orders with regard to the remuneration of the pilots as I deem just in all the circumstances of the case.

40. Another point which he has argued is that the parity or near-parity between the two sets of pilots should be at the total of all the components which go to make up the emoluments of the pilots of both sets, even including overseas allowance.

41. The third and last main point which learned counsel has argued is that members of the Association are entitled to overseas allowance to the extent of the same amount to which the Air India pilots are entitled. He says that the nomenclature does not matter and that whether I call it overseas allowance or any other kind of allowance, parity or near-parity should be maintained as held by Shri Khosla between both the sets of pilots.

42. Shri Rajni Patel, appearing on behalf of the Guild, has argued that the reference is very limited in its scope and ambit and that all that I can do in this reference is to interpret and implement part II of Shri Khosla's award. He has stated that it is perfectly true that part I of the award is binding upon the members of the Guild as well as the Air India Corporation just as the agreement of November, 1965 is binding upon the Airlines Corporation and its pilots but it is necessary for me to give effect not only to part I of the award but also to part II of the award of Shri Khosla.

43. The next argument advanced by him is that parity or near-parity between the emoluments of the two sets of pilots must be considered at the stage of total of all the components which go to make up their emoluments excluding or with the exception of the overseas allowance. According to him Shri Khosla has made it clear that Air India pilots are entitled to overseas allowance but pilots of the Indian Airlines Corporation are not entitled to that allowance.

44. The only planes which Air India has are Boeings. So far as the commanders of Boeings are concerned, Shri Patel has stated and, it is admitted by all parties, that the difference at present between the total emoluments without overseas allowance of Caravelle commanders on one side and the total emoluments of Boeing commanders including overseas allowance is that of Rs. 25/- Boeing commanders get Rs. 400/- as overseas allowance. On the other hand, the Caravelle commanders get Rs. 200/- extra as Radio Telephone allowance and Rs. 175/- extra as efficiency bonus, thus making up a total of Rs. 375/-. By this means, the difference is reduced to Rs. 25/- only in favour of the Air India Pilots. Shri Patel has claimed that the Boeing commanders should, therefore, be given an allowance of Rs. 375/- as parity allowance or special allowance in order to make up the difference of Rs. 400/- which according to part II of the Khosla award, they must get as overseas allowance in excess of the Airlines pilots.

45. Shri Patel has further stated that the co-pilots of Air India start at present with a total emoluments of Rs. 2,667/-. He says that they should start at the salary which a Dacota Commander gets after four years of experience in the 5th year plus the difference in the jet allowance plus overseas allowance to start with. He has also argued that, in the alternative, they should start on the same total emoluments on which co-pilots of the Caravelle start in Indian Airlines Corporation.

46. Shri Pai has argued that all that is open to this Tribunal in this reference to do is to interpret part II of Shri Khosla's award. Taking into consideration the way in which the reference is worded, it is not open to this Tribunal to go beyond the interpretation of part II of that award.

47. He has argued that the total of the components which go to make up the emoluments of the two sets of pilots must be taken into consideration in order to arrive at parity or near-parity between them. He has, however, analysed the allowance of Indian Airlines pilots. He has said that the amount of efficiency bonus which they get is Rs. 175.00 more than that which the Air India pilots get. In connection with this, he says that this efficiency bonus is almost the same as basic pay. There is no reason why the basic pay of a Caravelle commander should be higher than that of a Boeing commander. Hence, he has submitted that the emoluments of a Boeing commander should be increased by Rs. 175/- on account of Efficiency Bonus. In so far as Radio Telephone allowance of Airlines pilots are concerned, he has urged that the extra amount has been granted to those pilots in consideration of the greater responsibility thrown on them by withdrawal of radio officers. His contention is that the radio telephone allowance of Air India pilots should not be increased. In other words, his argument amounts to this that the allowance of Boeing commanders should only be increased to a sum higher by Rs. 200/- than that of Caravelle commanders.

48. So far as the co-pilots of Boeing are concerned, he has said that there is no co-pilot, pure and simple, on the Caravelle except two who are exceptions. They have remained as co-pilots because they have not passed the test for becoming commanders but have, at the same time, become so senior that their emoluments have been increased and brought on a par with those of commanders. He has, therefore, argued that co-pilots of Boeings cannot be compared with the two co-pilots of the Caravelle of Airlines. Other pilots of Caravelle are all commanders. Two of them go as pilot of a plane. One takes command on the outward journey and the other takes command on the return journey. His argument further is that the assumption of Shri Patel relating to the fact that a Dacota commander can be taken into Air India only in his fifth year of service is not correct because the only requirement is that he should have 1500 hrs. of flying in command to his credit, with possibly a turbine endorsement. He has, however, suggested that the Air India has generally maintained a ratio of 73.9 per cent of the total emoluments of a commander in fixing the emoluments of a co-pilots of Boeings. According to him, that ratio can be maintained.

49. Shri Vimadalal, appearing on behalf of Air India Corporation, has argued that the scope and ambit of the reference is that I am restricted merely to the interpretation of part II of Shri Khosla's award. He has said that part I of that award is fully binding upon the parties and it is not possible for me to touch

any part of it. If, however, I come to the conclusion that any allowance is possible under part II of the award to any set of pilots, that allowance can be given as a special allowance or parity allowance.

50. His submission is that, for the purpose of parity or near-parity, the total of all the components which go to make up the total emoluments of the two sets of pilots must be taken into consideration. He has dis-agreed from Shri Pai in so far as the latter has analysed the Radio telephone allowance and efficiency bonus and has treated them separately. He has urged that the total of all the allowances with the exception of the overseas allowance should be taken into consideration for fixing parity, if this Tribunal is to adhere to the views expressed by Shri Khosla.

51. He has agreed that, if the Tribunal finds that the Air India pilots are entitled to overseas allowance in excess of all the allowances paid to the Airlines pilots, an allowance of Rs. 375/- per month may be ordered to be paid to the Boeing commanders. So far as co-pilots are concerned, he has agreed with Shri Pai that there is no co-pilots on the Caravelle with whom a co-pilots on the Boeing can be compared within the principles laid down by Shri Khosla. He has also argued that a Dacota commander cannot be said to be working in a comparable category with a Boeing co-pilot. He has challenged the premises on the basis of which Shri Rajni Patel has taken them as the basis for fixing the emoluments of co-pilots of the Boeing. He has agreed with Shri Pai that generally the Air India has been paying co-pilots at 73.9 per cent of the emoluments of commanders. He has said that there is no reason why, even if his corporation is left to itself, it would not give the co-pilots allowance at that proportion to the commander's emoluments.

#### Ambit of the Reference

52. Shri Mehta has argued that part II of Shri Khosla's award is not binding upon members of the Association. The first point which he has advanced in support of his argument is that Shri Khosla did not hear any lawyer on behalf of the Association. I may refer in this connection to some statements made by Shri Khosla in his award. Part I of the reference concerned Air India and its workmen only and, therefore, he did not hear the Airlines Corporation or its workmen in connection with that part of the reference. He has then stated :—

"There was, however, the question of part II in which I was asked to determine the relationship which the wage structure of Air India should bear to the wage structure of Indian Airlines Corporation and, on this point, all parties, viz., the managements of Air India and Indian Airlines Corporation and the workmen of both concerns, had a right to be heard. I, accordingly gave them the opportunity to make their representation before me when I had all but concluded my hearing of Part I".

He has further said :—

"Shri G. B. Pai appeared on behalf of Indian Airlines Corporation, while on behalf of the workmen, Captain A. S. Brar represented the Indian Commercial Pilots' Guild. He pleaded for an adjournment to enable their Counsel to come and argue their case before me. I, however, suggested that Captain Brar could himself put forward the case of his union. Captain Brar then said that there were certain points which he wished to elaborate".

53. It is manifest that that Captain Brar became ready to argue the case on behalf of his Association. The word 'Guild' used by Shri Khosla seems to be a mistake for 'Association'. It is, therefore, difficult to see how it can be said that part II, of the award is not binding upon the Association. It cannot possibly be laid down as a principle that, unless a lawyer appears for a party in a litigation, the result of the litigation will not be binding upon it.

54. The second point which Shri Mehta has put forward in support of his argument is that Captain Brar did not bring it to the notice of Shri Khosla that planes, of the Indian Airlines also went on International flights between India and Ceylon, India and Burma, India and Pakistan, India and Nepal, India and Kabul as well as India and Nicobar Islands. It is true that Shri Khosla has not referred to short international flights of Airlines Corporation planes while dealing with part II of the award but the reason may have been that these international flights are rather insignificant as compared with the almost exclusive interterational flights of Air India planes. The fact that he was aware of this position cannot be doubted

because, as the Association has itself quoted in paragraph 11 of its written statement dated the 23rd October, 1967, Shri Khosla has said in paragraph 11 of his award as follows:—

"The Air Corporation Bill 1953, which received the assent of the President on May 28, 1953, contemplated the setting up of two State Corporations (1) Indian Airlines Corporation, (2) Air India Corporation. The first Corporation was intended to undertake the operation of domestic and short-range international services".

55. No importance can, therefore, be attached to the non-consideration by Shri Khosla of the short range international services of the Airlines Corporation Planes when dealing with the second part of his award.

56. The third point which Shri Mehta has taken is that Shri Khosla was himself of the opinion that part II of his award was not binding upon the parties. In this connection, he has pointed out some observations of Shri Khosla which are as follows:—

- (1) "any award that I make with regard to part II of the schedule cannot be said to have the same binding force as my award on part I which is between two parties, who have been exhaustively heard on each and every item. Under law both Air India and its workmen are bound by my award. The I.A.C. is not a party to these proceedings nor are its workmen. In the circumstances, my award cannot be binding in the same sense as my award on part I". I may say with respect that it is correct that part II of his award is not binding in the sense in which part I of his award is binding upon the Air India and its workmen. It cannot be said, however, that part II is not at all binding upon the Airlines Corporation or its workmen.
- (2) "It is clear that no question of a workman refusing to be bound by what I say can arise unless the workman is adversely effected by it. I feel that it would be improper for me to lay down categorically the relationship which should exist between the wage-structures of Air India and Indian Airlines Corporation. At the same time, I do feel that the two Corporations are so similar both in their constitution and in their objective that there should be not only a similarity in their wage structure, but as close a parity as it is possible to maintain, having regard to the local and other differences".

57. Shri Mehta has argued that the award of Shri Khosla to the effect that pilots of the Airlines Corporation are not entitled to overseas operations allowance is adverse to the interest of members of that Association and hence Sri Khosla should not have come to any such conclusion. So far as I understand, the pilots of Airlines Corporation have never been given any overseas operations allowance. The award cannot, therefore, be said to have taken away any right which the members of the Association enjoyed. Hence, it cannot be said to be adverse to their interest. In any case, it was open to the Association to move higher courts against the award of Shri Khosla but it did not do so.

58. I have considered the above points because they were argued by Shri Mehta. It seems to me, however, that the ambit of this reference can be determined on the words used in the issues put in the schedule themselves. After leaving out the parenthetical clauses, Issue No. 1 can be read as follows:—

"Having regard to Part II of the Khosla Award, what are the rights admissible to the pilots of the Indian Airlines Corporation in respect of the wage-structure of their emoluments *vis-a-vis* the wage-structure of the emoluments of the pilots of Air India Corporation".

59. The words of this issue make it clear that, in finding out the rights admissible to the pilots of the Indian Airlines Corporation with regard to their emoluments as compared with the emoluments of the pilots of Air India, I have to keep in view part II of Shri Khosla's award. I cannot, therefore, go beyond part II of the award in deciding this issue.

60. The position with regard to Issue No. 2 is the same. In deciding upon the rights admissible to the pilots of Air India Corporation with regard to the structure of their emoluments as compared with the structure of emoluments of the pilots of Indian Airlines Corporation, I have to act under part II of Shri Khosla's award and the award of Shri Merchant. Thus, I cannot go beyond part II of that award in coming to my conclusions on this issue also. Shri Merchant's

award is not important as to the subject matter as it bears only upon the date from which the Khosla award is to be implemented.

61. Shri Mehta has argued that the words used in Issue No. 1, "having regard to part II" of the Khosla award are not as strong as the words "under part II of the Khosla award" used in Issue No. 2 and hence I am not bound by part II of Shri Khosla's award in deciding Issue No. 1. I find it impossible to accept this argument. This appears to me to be a case of distinction without a difference. Ordinarily, different words are used in the English language in two different paragraphs or sentences in order to indicate the same idea. In my opinion that is just the position here. Different words have certainly been used in the two issues but that is not important, because they have the same meaning.

62. Issue No. 4 first requires me to take into consideration the rights referred to in paragraph 1 and the rights referred to in paragraph 2; it also requires me to keep in view the method of judging parity or near-parity referred to in paragraph 3. Bearing these three things in mind, I have to decide whether the demand of the pilots of Indian Airlines Corporation for payment of overseas operations allowance equal to the amount of such allowance paid to the pilots of Air India Corporation is justified. Thus, part II of the award circumscribes my jurisdiction relating to my award on this issue also.

63. Issue No. 5 makes it necessary for me to keep in view my findings on all the previous issues namely 1 to 4 i.e. the findings which I must arrive at on a consideration of the terms of part II of the Khosla Award. It is only on the basis of those findings that I can decide what increase, if any, of emoluments has to make and from what date. In answering this question also, therefore, I have to proceed on the basis of and under part II of Khosla award.

64. It is abundantly clear from what I have said that the ambit and scope of this reference are limited. I have to keep in view part II of Shri Khosla's award in order to arrive at my decisions on all the issues put in the schedule. This really means that my task in this reference is merely to interpret the Khosla award and, wherever necessary, to implement it.

65.

### Issue No. 3

"What items or components that go to make up the emoluments of the pilots of the Air India Corporation and the pilots of the Indian Airlines Corporation respectively should be taken into account for arriving at parity or near-parity of emoluments in terms of part II of the Khosla Award and whether such parity or near-parity should be at the level of total of all the items or at the level of specific items or groups of items?"

I take up this issue first because of its importance. In view of the reference to the Khosla award in this Issue, its answer has to be sought in that part of the award itself. If that is done, I do not think that there will be any difficulty in finding the answer. Shri Khosla has first said in paragraph 371 of his award that there should be parity or near-parity between the workmen of both corporations with regard to comparable categories, performing similar functions. He has then added, "in the case of Air-India the flight crew are entitled to an additional over-seas operations allowance to which the pilots of I.A.C. will not be entitled". This leaves no room for doubt that, according to his award, the emoluments received by the pilots of the two corporations should be divided into two categories: (1) one category should consist of basic salary and all allowances other than overseas operations allowance and (2) the second category should consist of overseas operations allowance only. It is quite clear that, according to him, there should be parity or near-parity between the pilots of each corporation in respect of category (1) but the overseas operations allowance put in category (2) should be paid only to pilots of Air India. The reasons for this are to be found towards the end of paragraph 369 of his award where, after rejecting the arguments of Captain Brar that the total emoluments paid to the pilots of Air India including overseas operations allowance should be the same as those of the pilots of Airlines Corporations, he has stated,

"..... pilots who operate on international routes are entitled to an additional allowance because of the peculiarities of their service and also of the additional expenditure incurred by them. It is not

enough to say that the additional expenses are amply compensated by their lay-over allowance or their overseas operations allowance because, as already stated by me in an earlier part of this award, the pilots of Air-India compete with pilots of other international airlines and they do not wish to feel a sense of inferiority when comparing themselves with others who are similarly placed and who are not more skilled or more efficient in the performance of the same type of duties.”.

66. I have already referred to the written statements filed by the parties and the arguments advanced on their behalf. With the exception of the Indian Commercial Pilots Association, represented by Shri Mehta, all of them have agreed that the basic salary as well as all allowances excluding overseas operations allowance, should be taken into consideration for deciding the question of parity or near parity between the emoluments of the two sets of pilots. It is not possible to agree with the contention of Shri Mehta that overseas allowance should be included in the total because, as I have already said the decision has to be arrived at in terms of Shri Khosla's award and not independently.

67.

#### *Issue No. 1*

“Having regard to Part II of the award of the National Industrial Tribunal, published with the notification of the Government of India in the late Ministry of Labour and Employment No. S. O. 539, dated the 10th February, 1966 (hereinafter referred to as the Khosla Award), what are the rights admissible to the pilots of the Indian Airlines Corporation in respect of the structure of their emoluments *vis-a-vis* the structure of the emoluments of the pilots of the Air-India Corporation”.

Shri Mehta has not claimed that there is any right admissible to the pilots of the Indian Airlines Corporation in respect of the structure of their emoluments on comparison with the structure of the emoluments of the pilots of Air India, having regard to part II of the Khosla award. All that he has claimed is that the pilots of Airlines Corporation are entitled to get the same overseas operations allowance as the pilots of Air-India get. Since the question of over-seas allowance has been specifically raised in issue No. 4, I propose to consider this matter under that issue.

68.

#### *Issue No. 2*

“What are the rights admissible to the pilots of the Air-India Corporation in respect of the structure of their emoluments *vis-a-vis* the structure of the emoluments of the pilots of the Indian Airlines Corporation under part II of the Khosla Award and the award of the Industrial Tribunal, Bombay published with the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2342 dated the 4th July, 1967?”

*Commanders.*—This is the reverse of issue No. 1, and it is necessary for me under this issue to consider the rights admissible to the pilots of Air-India in respect of the structure of their emoluments as compared with the structure of the emoluments of the pilots of Indian Airlines under part II of the Khosla award. As I have repeatedly mentioned, Shri Khosla has laid down in paragraph 371 of his award that there should be parity or near-parity between the workmen of Air-India and the workmen of Indian Airlines Corporation with regard to (1) comparable categories of workmen and (2) who perform similar functions. He has, of course, added that the flight crew of Air-India are entitled to additional over-seas operations allowance to which the pilots of Indian Air-lines will not be entitled.

69. The basic salaries and allowances of commanders of Caravelle in the Indian Airlines and Boeings 707 in the Air India; after the agreement between Air-India and its pilots in July, 1965 and the agreement between the Indian Airlines

and its pilots in November, 1965 as modified with effect from the 1st April, 1967 on an agreement between the Air-India and its pilots were as follows:—

*Caravelle Commanders*

	Minimum	Maximum	Remarks
Basic Pay	1500	2000	
Efficiency Bonus	375	375	
Dearness Allowance	300	300	This allowance was Rs 125 per month minimum as well as maximum. By his award (Ext. W4) Shri Tengi raised it to Rs. 300/- minimum as well as maximum - from 28-1-66.
Command Pay	300	300	
Licence Allowance (Navigator)	100	100	
R/T allowance	400	400	
Type/Jet allowance	1000	1000	
Total	3,975	4,475	

NOTE:—These figures appear from Table 1 attached as annexure 'A' to the written statement of Indian Airlines dated the 2nd February, 1968, supported by the affidavit of Captain Hulgol dated the 14th June, 1963 (Ext. IACMI).

*Boeing Commanders*

	Minimum	Maximum
Basic Pay	1700	2200
Efficiency Bonus	200	200
Command Pay	300	300
Dearness allowance	100	100
Navigators' Licence allowance	100	100
R/T allowance	200	200
Overseas Operation allowance	400	400
Boeing or Jet allowance	1,000	1,000
Total	4,000	4,500

NOTE:—These figures appear from the table (Ext. AIM3) filed by the Air-India. It may be noted that, by a subsequent agreement between Air-India Corporation and its pilots, the amount of Rs. 200/- was taken out from the Dearness Allowance and added to the basic pay of the commanders

70. Both Caravelles and Boeings are jet planes. Shri Patel has asserted and Shri Vimadalal has conceded that the commanders of these two types of planes are comparable categories of workmen, performing similar functions. This fact cannot possibly be denied and none of the other parties has denied it. On the principles laid down by Shri Khosla, therefore, there should be parity in the emoluments payable to the commanders of both the planes with this exception that the commanders of Boeings should get an extra overseas operations allowance in excess of the total emoluments of the Caravelle commanders. Shri Khosla has not quantified the excess allowance payable but it is well-known that overseas operations allowance which was then being paid to Air India commanders was a sum of Rs. 400/- . There is no reason why the amount of overseas operations allowance should be fixed at a lower figure. Taking these facts and circumstances into consideration, I held it to be manifest that the maximum total emoluments payable to a Boeing commander should be Rs. 400/- in excess of the total maximum emoluments payable to a Caravelle commander. When, therefore, a Boeing commander reaches his maximum pay scale, he should get a total basic pay and other emoluments amounting to Rs. 4,875 i.e. Rs. 400 in excess of the Caravelle Commander who gets Rs. 4,475 at the maximum.

71. The position is the same at the minimum scale of the commanders' emoluments. The Caravelle commander gets total emoluments amounting to Rs. 3975/- at the minimum whereas the Boeing commander gets total emoluments amounting to Rs. 4000/- at the minimum scale. The Boeing commander should, therefore, get minimum total emoluments amounting to Rs. 4,375 as against Rs. 3975/-, the total minimum emoluments of a Caravelle commander.

72. The emoluments will go on increasing at the scale already fixed so that when a Boeing commander reaches the maximum he will get total emoluments amounting to Rs. 4,875/- . The excess amount of Rs. 375/- which will be paid to the Boeing Commanders at all stages will be called special parity allowance. This allowance will give the Boeing Commanders an excess amount of Rs. 400/- over the emoluments of a Caravelle commander.

73. It is needless to go into the question of Radio Telephone allowance. The Airlines Corporation has said in its written statement dated the 7th November, 1967 that Radio telephone allowance of the pilots was fixed at Rs. 400/- because of their added responsibility on account of withdrawal of radio officers. It appears from Captain Chatterjee's affidavit dated the 19th July, 1968 [Ext. W(a) 8] that a Radio Officer is carried as a regular number of the crew in almost all Indian Airlines planes with the exception of planes flying only in a few routes. Shri Khosla has not, however, laid down any principle that a difference should be made between the emoluments of the two sets of pilots on the basis of Radio telephone allowance. Hence, no difference can be made on this basis.

74. Co-pilots:—I have now to consider the case relating to co-pilots. Shri Patel's argument is that the co-pilots of Air-India Boeings should be held to be a comparable category of workmen, performing similar functions, with co-pilots of the Indian Airlines Caravelle. The case of the Indian Airlines Corporation as well as its pilots is that co-pilots are not employed as a regular course in Caravelle planes. Captain Huilgol's affidavit dated the 14th June, 1968 (Ext. IACM1) shows that Sri R. S. Pandey and Sri A. K. Majumdar, with service of 26 years and 18 years respectively, are the only two co-pilots. He has stated, "In view of their seniority and the fact that they would any how be drawing increment once in two years and they would, by the reason of their length of service, reach the maximum of the commander's grade namely Rs. 2000/-, as a special case, they were allowed to be in the commander's grade and they were treated as exceptions to the normal rule. In other words, they draw their commanders salary not because they are co-pilots, but because of the special reasons given above."

75. Captain M. Dayal has stated in paragraph 5 of his affidavit d'ded the 11th July, 1968 (Ext. W5) as follows:—

"Captain Pandey and Captain Majumdar are not co-pilots but they are deemed co-pilots as a result of what is stated hereinafter".

..... "Shri Pandey and Shri Majumdar reached the ceiling because the vacancy bar which applies to new entrants in the Indian Airlines Corporation did not apply to those who were in private Airlines prior to they were being taken up in the Indian Airlines Corporation".

76. Shri Patel has argued that, although Shri Pandey and Shri Majumdar may be exceptions they continue to be co-pilots and, therefore, the emoluments of co-pilots of Boeings should be put on a basis of parity with their emoluments. I am

unable to agree. Shri Pandey and Shri Majumdar, being exceptions, cannot be said to get their emoluments according to the ordinary scale. Having failed to come up to the commanders' position, they are being given senior scale of emoluments more as consolation than as their deserts. That being so, their emoluments cannot form the basis for fixing those of co-pilots of Boeings.

77. Shri Patel has next argued that the co-pilots of Boeings should be given the emoluments payable to a DC-3 commander in his fifth year of service plus Rs. 525/- as differential jet allowance and Rs. 275/- as overseas allowance. Captain S. B. Chatterjee has produced a table along with his affidavit dated the 16th July, 1968 (Ext. WA7). The figures shown in this table are in accordance with the arguments of Shri Patel. The emoluments of a DC-3 commander in the fifth stage has been shown as Rs. 2950/-. The commander gets a type allowance of Rs. 375/- but jet allowance is Rs. 900/-. That is why Sri Patel says that a Boeing co-pilot should get a differential jet allowance of Rs. 525/-. In my opinion, however, the whole basis is incorrect. Shri Khosla has not laid down any principle as to the fixation of emoluments of pilots or co-pilots on the basis of the source from which he comes to the Air-India after adding differential jet allowance and over-seas allowance. The very fact that differential jet allowance is claimed shows that a Dacota commander is not a workman of the same category as a co-pilot of a Boeing plane. This is also obvious from the fact that a Dacota is not a jet plane. Besides, Airlines Corporation is not the only source from which the co-pilots of the Air India are recruited. Ext. AIM 2 has been filed by Air India to show the sources from which its pilots have been recruited. It appears from this document that 21 pilots have been taken from the Indian Airlines, 37 from the Indian Air Force and 28 from other sources. I may further mention that the experience required for recruitment as a pilot of Air-India is 1500 hours of flying in command of DC-3 or Dacota. A man may complete these 1500 hours in three years and, in that case, it will be wrong to say that the co-pilots' emoluments should be fixed on the basis of the fifth year of service after four years experience of a Dacota Commander. In view of all the circumstances, this argument of Shri Patel also cannot stand.

78. He has not been able to point out any other comparable category of pilots, performing functions similar to those of Boeing co-pilots. I am therefore, unable to fix the emoluments of co-pilots of Air India Boeing on the basis of the principles laid down by Shri Khosla. Sri Vimadalal's commitment, however remains, that the Air India has generally been fixing the emoluments of its co-pilots at 73·9 per cent of the emoluments of commanders. Sri Patel has pointed out that this percentage has varied from time to time, as shown by him in one copy of Ext. AIM3, from 66·7 per cent to 77·4 per cent. It seems to me that the best thing will be that the emoluments of co-pilots of Boeings should be fixed at 75 per cent of the emoluments of Boeing commanders. This, I think, may be done by Air-India in order that the co-pilots may not remain dis-satisfied and there should be peace and harmony in the industry. I wish to make it clear, however, that I do not make an award to this effect because the materials before me do not justify me in making such an award if I keep in view the second part of Shri Khosla's award. All that I can say is that Air India Corporation can reflect the emoluments of the co-pilots on the above basis if it desires to do so—as Shri Vimadalal has stated before me. This allowance can also be called special parity allowance.

79.

#### Issue No. 4

"On the basis of the rights referred to in paragraph 1 and 2 above and the method of judging parity or near-parity referred to in paragraph 3 above, whether the demand of the pilots of the Indian Airlines corporation for payment of overseas operations allowance equal to the amount of such allowance paid to the pilots of the Air India Corporation is justified?"

I wish to state here that, whatever may have been the position at the time when Shri Khosla made his award, I have not heard complaints against the pilots of the Indian Airlines Corporation. Indeed I have travelled several times in their planes and I have nothing but appreciation for their skill and dexterity.

I have no doubt that they as well as the pilots of Air India are excellent flyers and compare very favourably with the pilots of other concerns in other countries. I am quite sure that both sets of pilots will continue to maintain and increase their efficiency and will thus uphold their reputations as really good pilots.

80. I have now to determine whether the claim of the Indian Airlines pilots to get overseas operations allowance is justified. I am afraid there are several points against them. The first point is that their international flights are very few and extremely short when compared with the international flights of Air India. This will become clear if one sees the Indian Airlines schedule (Ext. W1) and compared it with the Air India schedule [Ext. W(a) 2]. In particular, the Air India route map shown in the latter document is illuminating.

81. Captain Chatterjee's affidavit dated the 15th July, 1968 [Ext. W(a) 3] is to the effect that 58 pilots of Air India are generally posted outside the country at any given time. The remaining pilots are posted at Bombay but they are rotated by turn and they take the place of the pilots who are abroad and have finished their posting period there. He says further,

"The pilots posted at Bombay also fly only on the International Flights which operate through and from Bombay. It will thus be evident that, at any given time, all the pilots in the employment of Air India operate exclusively on international routes in different parts of the world. It would also be relevant to state that approximately 60 per cent of the duration of service of AI pilots is spent in foreign postings.

82. "I say that, in comparison to this, IAC operates only 46 flights to neighbouring countries as against a total of 805 internal flights per week. The ratio of these flights outside the country would thus work out to about 5 per cent".

83. I do not see any good reason to dis-believe the statements of Captain Chatterjee, which I have quoted above. Those statements leave no room for doubt that International Flights of Airlines Corporation are very few.

84. Captain Maulik, Operation Manager of Air India, has sworn an affidavit dated the 15th July, 1968 which is Ext. AIM1. In giving the history of the claim of overseas allowance by the pilots, who went only on domestic or short-range international flights, he has stated that, previously, the Air Transport Industry was maintained in India by two companies i.e. Air India International Ltd., and the Air India Limited; that Air India limited was appointed the general technical Manager and Chief Booking Agent of the Air India International Ltd.; that the Air India Ltd., had seconded flying and ground personnel from its own staff to the other company and that those pilots and other crew, who were required to go on long range International flights were paid overseas allowance but those who were to operate domestic and short range international services were not given such allowance. After the passing of the Air Corporations Act, 1953, the position, according to him, continued to be the same. Air India International has taken over long range international flights and its flight crew get overseas operations allowance while India Airlines Corporation operates domestic and short range international flights and its flight crew do not get that allowance. Captain Maulik has further stated in paragraph 7 of his affidavit that the service committee 1954 submitted a report and he has quoted paragraph 68 of that report. I may quote an extract from that paraghaph :—

"68. The Pilots Guild and the Pilots Association have claimed certain other types of allowances, namely, overseas operations allowance, and daily allowance whlie on charters or on official business when away from base other than on scheduled flights. While we know that such allowances are paid by Air India International, we do not think that Indian Airlines ordinarily carry out similar operations. Lacking adequate data, we think that it would be better if the Corporation frame appropriate rules to cover occasional cases when their pilots operate charters on long-haul international routes".

89. I understand that rules have been framed and charter allowance is now payable to Indian Airlines pilots when occasion arises.

70. Some controversy has been raised on the question whether non-flying executive officers of Air India are paid overseas allowance. Annexure A to the affidavit of Captain Maulik dated the 18th July, 1968 (Ext. AIM 4) shows that the executive officers fly overseas for substantial numbers of hours.

71. It is manifest from what I have stated above that neither on the basis of history nor on merits are the pilots of Indian Airlines entitled to overseas allowance. So far as this reference is concerned, Shri Khosla has left no doubt in his award that such allowance cannot be paid to them. As the ambit of this reference is limited by part II of that award, I cannot possibly do anything but reject the claim of pilots of Indian Airlines in respect of overseas allowance. My award on this issue, therefore, is that claim to this allowance by the Airlines pilots is not justified in view of the terms of this reference and also in view of other reasons.

*Issue No. 5*

72. "On the basis of the findings in paragraphs 1 to 4 above, what increase of emoluments, if any, should be made and from what date such increase should be made in the case of—

- (i) the pilots of the Indian Airlines Corporation, and
- (ii) the pilots of the Air India Corporation; by the employers concerned".

In view of the findings which I have recorded in respect of Issue Nos. 1 to 4 above, I hold that the pilots of the Indian Airlines Corporation are not entitled to any increment but the commanders of Boeings operated by the Air India Corporation are entitled to the payment of a special parity allowance of Rs 375 per month at all stages from minimum to maximum. In terms of Shri Merchant's award [Ext. W(a)6], the commanders will get this allowance with effect from the 1st July, 1967. As I have said, the case of co-pilots must be dealt with by the management of Air India itself.

73. This is my award. Let it be submitted to the Central Government.

Sd/- KAMLA SAHAI,  
Presiding Officer.

[No. 4/113/67-LRIII ]

O. P. TALWAR Under Secy